

United States Bankruptcy Court  
Middle District of Pennsylvania

In re:  
Daniel N Dickensheets  
Shelly Mae Dickensheets  
Debtors

Case No. 19-00983-HWV  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0314-1

User: CGambini  
Form ID: pdf002

Page 1 of 1  
Total Noticed: 17

Date Rcvd: Apr 29, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 01, 2019.

db/jdb +Daniel N Dickensheets, Shelly Mae Dickensheets, 40 Sandy Court, Hanover, PA 17331-9070  
5188599 +COMCAST, PO BOX 1931, Burlingame, CA 94011-1931  
5171327 +Commercial Acceptance Company, 2300 Gettysburg Road, Suite 102, Camp Hill, PA 17011-7303  
5171328 +KML Law Group PC, 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541  
5176918 Southeastern Adams Vol Em Service, PO Box 539, Mechanicsburg PA 17055-0539  
5188653 +Wells Fargo Bank N.A., d/b/a Wells Fargo Auto, PO Box 130000, Raleigh, NC 27605-1000  
5171332 +Wells Fargo Dealer Services, Attn: Bankruptcy, Po Box 19657, Irvine, CA 92623-9657

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

5176917 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Apr 29 2019 19:42:40 Capital One Bank,  
PO box 30285, Salt Lake City UT 84130-0285  
5176919 +E-mail/Text: documentfiling@lciinc.com Apr 29 2019 19:37:46 Comcast, PO Box 3005,  
Southeastern PA 19398-3005  
5176916 +E-mail/Text: julie.baughner@pinnaclehealth.org Apr 29 2019 19:37:50 Hanover Hospital,  
300 Highland Avenue, Hanover PA 17331-2203  
5171325 E-mail/Text: cio.bncmail@irs.gov Apr 29 2019 19:38:01 Internal Revenue Service, POB 7346,  
Philadelphia, PA 19101-7346  
5182881 E-mail/PDF: resurgentbknofications@resurgent.com Apr 29 2019 19:42:12 LVNV Funding, LLC,  
Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587  
5171326 E-mail/Text: RVSVCBICNOTICE1@state.pa.us Apr 29 2019 19:38:18 PA Department of Revenue,  
Attn: Bankruptcy Division, Dept 280946, Harrisburg, PA 17128-0946  
5171329 +E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Apr 29 2019 19:42:08  
Portfolio Recovery, Po Box 41021, Norfolk, VA 23541-1021  
5171330 +E-mail/Text: jennifer.chacon@spservicing.com Apr 29 2019 19:39:03  
Select Portfolio Servicing, Inc, Attn: Bankruptcy, Po Box 65250,  
Salt Lake City, UT 84165-0250  
5171331 +E-mail/Text: bankruptcy@sw-credit.com Apr 29 2019 19:38:26 Southwest Credit Systems,  
4120 International Parkway, Suite 1100, Carrollton, TX 75007-1958  
5171333 +E-mail/Text: kcm@yatb.com Apr 29 2019 19:37:50 York Adams Tax Bureau,  
Post Office Box 15627, York, PA 17405-0156

TOTAL: 10

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: May 01, 2019

Signature: /s/Joseph Speetjens

---

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 29, 2019 at the address(es) listed below:

Charles J DeHart, III (Trustee) TWecf@pamd13trustee.com  
Gary J Imblum on behalf of Debtor 2 Shelly Mae Dickensheets gary.imblum@imblumlaw.com,  
gary.imblum@ecf.inforuptcy.com;carol.shay@ecf.inforuptcy.com;sharlene.miller@ecf.inforuptcy.com;b  
ernadette.davis@ecf.inforuptcy.com;gary.j.imblum@ecf.inforuptcy.com;imblumgr82281@notify.bestcase  
.com  
Gary J Imblum on behalf of Debtor 1 Daniel N Dickensheets gary.imblum@imblumlaw.com,  
gary.imblum@ecf.inforuptcy.com;carol.shay@ecf.inforuptcy.com;sharlene.miller@ecf.inforuptcy.com;b  
ernadette.davis@ecf.inforuptcy.com;gary.j.imblum@ecf.inforuptcy.com;imblumgr82281@notify.bestcase  
.com  
James Warmbrodt on behalf of Creditor The Bank of New York Mellon as Trustee for CWABS, Inc.  
Asset-Backed Certificates, Series 2006-11 bkgrouper@kmlawgroup.com  
United States Trustee ustpreion03.ha.ecf@usdoj.gov

TOTAL: 5

**LOCAL BANKRUPTCY FORM 3015-1****IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

Daniel N. Dickensheets  
Shelly Mae Dickensheets,  
Debtors

CHAPTER 13

CASE NO. 1 -bk-19 - 00983

☒ ORIGINAL PLAN  
☐ AMENDED PLAN (Indicate 1st, 2nd, 3rd, etc.)

☐ Number of Motions to Avoid Liens  
☐ Number of Motions to Value Collateral

**CHAPTER 13 PLAN****NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

1	The plan contains nonstandard provisions, set out in § 9, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
2	The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
3	The plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 2.G.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

**YOUR RIGHTS WILL BE AFFECTED**

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

**1. PLAN FUNDING AND LENGTH OF PLAN.****A. Plan Payments From Future Income**

1. To date, the Debtor paid \$0.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is \$68,350.00, plus other payments and property stated in § 1B below:

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
05/2019	04/2020	\$500.00	\$0.00	\$500.00	\$6,000.00
05/2020	11/2023	\$1450.00	\$0.00	\$1450.00	\$62,350.00
12/2023	04/2024	\$0.00	\$0.00	\$0.00	\$0.00
				Total Payments:	\$68,350.00

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.
3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.
4. CHECK ONE: ( ) Debtor is at or under median income. *If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.*

(✓) Debtor is over median income. Debtor estimates that a minimum of \$17,928.00 must be paid to allowed unsecured creditors in order to comply with the Means Test.

**B. Additional Plan Funding From Liquidation of Assets/Other**

1. The Debtor estimates that the liquidation value of this estate is \$ 0.00. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

*Check one of the following two lines.*

☒ No assets will be liquidated. *If this line is checked, the rest of § 1.B need not be completed or reproduced.*

☐ Certain assets will be liquidated as follows:

2. In addition to the above specified plan payments, Debtor shall dedicate to the plan proceeds in the estimated amount of \$ \_\_\_\_\_ from the sale of property known and designated as \_\_\_\_\_. All sales shall be completed by \_\_\_\_\_, 20\_\_\_\_. If the property does not sell by the date specified, then the disposition of the property shall be as follows: \_\_\_\_\_.

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: \_\_\_\_\_

**2. SECURED CLAIMS.****A. Pre-Confirmation Distributions. *Check one.***

☒ None. *If "None" is checked, the rest of § 2.A need not be completed or reproduced.*

☐ Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment

1. The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this plan.

**B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.**

☐ None. If "None" is checked, the rest of § 2.B need not be completed or reproduced.

☒ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
Select Portfolio Servicing Inc	40 Sandy Court, Hanover, PA 17331	0263
Wells Fargo Dealer Services	2012 Kia Sorrento	3327

--	--	--

**C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.**

☐ None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

☒ The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed ~~proof~~ of claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Postpetition Arrears to be Cured	Estimated Total to be paid in plan
Select Portfolio Servicing, Inc.	40 Sandy Court, Hanover, PA 17331	\$46,394.72 *See 9, below	\$0.00 see 9, below	\$46,394.72 *See 9, below

**D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)**

☒ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

☐ The claims below are secured claims for which a § 506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 days of the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments; or (3) secured claims not provided for elsewhere.

1. The allowed secured claims listed below shall be paid in full and their liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code.
2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.
3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan

**E. Secured claims for which a § 506 valuation is applicable.** *Check one.*

- ☒ None. *If "None" is checked, the rest of § 2.E need not be completed or reproduced.*
- ☐ Claims listed in the subsection are debts secured by property not described in § 2.D of this plan. These claims will be paid in the plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The liens will be avoided or limited through the plan or Debtor will file an adversary or other action (select method in last column). To the extent not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary or Other Action

**F. Surrender of Collateral.** *Check one.*



None. If "None" is checked, the rest of § 2.F need not be completed or reproduced.



The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that upon confirmation of this plan or upon approval of any modified plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under §1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 4 below.

Name of Creditor	Description of Collateral to be Surrendered

**G. Lien Avoidance.** *Do not use for mortgages or for statutory liens, such as tax liens. Check one.*



None. If "None" is checked, the rest of § 2.G need not be completed or reproduced.



The Debtor moves to avoid the following judicial and/or nonpossessory, nonpurchase money liens of the following creditors pursuant to § 522(f) (this § should not be used for statutory or consensual liens such as mortgages).

Name of Lien Holder			
Lien Description For judicial lien, include court and docket number.			
Description of the liened property			
Liened Asset Value			
Sum of Senior Liens			
Exemption Claimed			
Amount of Lien			
Amount Avoided			

### 3. PRIORITY CLAIMS.

#### A. Administrative Claims

1. Trustee's Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.
2. Attorney's fees. Complete only one of the following options:
  - a. In addition to the retainer of \$ \_\_\_\_\_ already paid by the Debtor, the amount of \$ \_\_\_\_\_ in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c); or
  - b. \$\*see 9, below per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).
3. Other. Other administrative claims not included in §§ 3.A.1 or 3.A.2 above. *Check one of the following two lines.*
  - ☒ None. If "None" is checked, the rest of § 3.A.3 need not be completed or reproduced.
  - ☐ The following administrative claims will be paid in full.

Name of Creditor	Estimated Total Payment

**B. Priority Claims (including, certain Domestic Support Obligations)**

Allowed unsecured claims entitled to priority under § 1322(a) will be paid in full unless modified under §9.

Name of Creditor	Estimated Total Payment

**C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §507(a)(1)(B). Check one of the following two lines.**

☒ None. If "None" is checked, the rest of § 3.C need not be completed or reproduced.

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. *This plan provision requires that payments in § 1.A. be for a term of 60 months (see 11 U.S.C. §1322(a)(4)).*

Name of Creditor	Estimated Total Payment

**4. UNSECURED CLAIMS****A. Claims of Unsecured Nonpriority Creditors Specially Classified.** *Check one of the following two lines.*

None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.



To the extent that funds are available, the allowed amount of the following unsecured claims, such as co-signed unsecured debts, will be paid before other, unclassified, unsecured claims. The claim shall be paid interest at the rate stated below. If no rate is stated, the interest rate set forth in the proof of claim shall apply.

Name of Creditor	Reason for Special Classification	Estimated Amount of Claim	Interest Rate	Estimated Total Payment

**B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.****5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** *Check one of the following two lines.*

None. If "None" is checked, the rest of § 5 need not be completed or reproduced.



The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the plan) or rejected:

Name of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Arrears	Total Plan Payment	Assume or Reject

--	--	--	--	--	--	--

**6. VESTING OF PROPERTY OF THE ESTATE.**

**Property of the estate will vest in the Debtor upon**

*Check the applicable line:*

- ☐ plan confirmation.  
☐ entry of discharge.  
☒ closing of case.

**7. DISCHARGE: (Check one)**

- ( ☒ ) The debtor will seek a discharge pursuant to § 1328(a).  
( ☐ ) The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

**8. ORDER OF DISTRIBUTION:**

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

- Level 1: \_\_\_\_\_  
Level 2: \_\_\_\_\_  
Level 3: \_\_\_\_\_  
Level 4: \_\_\_\_\_  
Level 5: \_\_\_\_\_  
Level 6: \_\_\_\_\_  
Level 7: \_\_\_\_\_  
Level 8: \_\_\_\_\_

*If the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:*

Level 1: Adequate protection payments. Level

2: Debtor's attorney's fees.

Level 3: Domestic Support Obligations.

Level 4: Priority claims, pro rata.

Level 5: Secured claims, pro rata.

Level 6: Specially classified unsecured claims.

Level 7: Timely filed general unsecured claims.

Level 8: Untimely filed general unsecured claims to which the Debtor has not objected.

## 9. NONSTANDARD PLAN PROVISIONS

**Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)**

SEE ATTACHED ADDENDUM

Dated: 4/12/2019

  
\_\_\_\_\_  
Attorney for Debtor

  
Debtor  
  
Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

### ADDENDUM TO CHAPTER 13 PLAN

- 1A. If one of the debtors is not employed at the time of the filing of the plan, but has the ability to work, Debtors will notify counsel when he (or she) returns to work, and any necessary adjustments to the plan will be made at that time.
- 2(C) & 2(D). Said amounts are estimated. Debtor will pay the amount as stated in the Proof of Claim unless an objection is filed to the claim, in which case debtor will pay the amount determined by the Court or as agreed to by the parties. Debtor waives the right to object to these claims after the Plan is confirmed.
- 2(E). Amounts stated are estimated. If an objection is filed to a Proof of Claim, payment of the amount determined by the Court or as stipulated to by the parties.
- 2F. The collateral being surrendered is being surrendered in full satisfaction of debt.
- 3B. IRS and PA Department of Revenue - The priority and/or secured portion of a timely filed allowed Proof of Claim relating to tax claims referenced shall be paid in full through the Plan. If an objection is filed to any such claim, the amount of the unsecured priority and secured claim determined by the Court or through agreement of the parties shall be paid in full through the Plan.
- Debtor may in the future provide for payment of post petition federal, state and/or local tax claims to the detriment of non priority unsecured claims.
- 3A(2). Attorney fees. Debtor's counsel will bill attorney's time at \$295.00 per hour associates time at \$235.00 per hour and paralegal time at \$135.00 per hour. Said hourly fees are subject to change upon reasonable notice to Debtor(s). Debtor's counsel will submit a Fee Application to the Court for approval of fees. Only those fees and costs approved by the Court shall be paid by the Trustee to counsel.

In addition to fees, Debtors will be responsible for expenses, including photo copying, travel (where applicable), postage, court costs, filing fees, and similar expenses which are incurred by counsel in the course of performing services to the Debtors.